



Completing the IEA Student Contract

Tutorial Fall 2016

The logo consists of a red square with the letters 'TN' in white, serif font. Below the red square is a thin blue horizontal bar.

TN

Completing the Contract

Contract

- Parents, guardians, or students who have reached 18 years of age who wish to enroll or continue their enrollment in the IEA Program must submit the **IEA Student Contract** (including the FERPA Waiver and Account Holder Assurances) each year.
- The Contract page of the IEA Portal allows applicants/account holders to complete and sign the IEA Contract to participate in the IEA Program.

Contract

- Please note that the IEA Student Contract is legally binding.
- Applicants/account holders should fully read and understand the contract before signing it.
- Applicants/account holders may print the contract from the portal and have it reviewed by legal counsel.
- Applicants/account holders can also contact the IEA team if they have questions about the contract.

Contract

This is the Contract page. After your application has been approved, you can access the Contract by clicking the **Contract** tab on the left side of the page.

The screenshot displays the 'Individualized Education Account Program' interface. On the left, a navigation menu includes 'My Status', 'Admin Dashboard', 'Home', 'Account Profile', 'Application', 'Contract' (highlighted with a red box and arrow), and 'Participating Schools'. The main content area is titled 'Contract' and contains two sections: 'Contract Instructions' and 'Individualized Education Account (IEA) Contract'. The 'Contract Instructions' section states that the completed contract, including the assurance form and FERPA Waiver, must be submitted through the IEA Portal by November 15, 2016, at 3 p.m. CST. It also notes that if the complete contract is not submitted by the deadline along with all required documentation, the student shall not be enrolled in the IEA program for the term that begins January 2017. The 'Individualized Education Account (IEA) Contract' section shows a progress bar for 'Spring 2017' with six steps: 1. IEA Contract Part I, 2. IEA Contract Part II, 3. IEA Contract Part III, 4. Assurances, 5. FERPA Waiver, and 6. Signature. A '+ Add New School Year' button is located above the progress bar. On the right side of the interface, there is a 'Calendar' widget listing upcoming deadlines: Aug. 1, 2016 (Student application window opens for Jan. 2017 enrollment...), Oct. 14, 2016 (Student application materials dues...), Feb. 1, 2017 (3rd quarter IEA funds disbursed...), March 15, 2017 (3rd quarter IEA expense report due...), April 1, 2017 (IEA Account Holder renewal form due...), May 1, 2017 (4th quarter IEA funds disbursed...), and May 15, 2017 (4th quarter IEA expense report due...).

IEA Contract Part I

This is the first page of the IEA Contract. Before beginning to read the contract, use the dropdown menu to select the student for whom you will be completing the contract.

An IEA Contract must be submitted for each student enrolling in the IEA Program. If an applicant has more than one student who is enrolling in the IEA Program, they will need to submit one contract per student.

Individualized Education Account (IEA) Contract

Spring 2017 + Add New School Year

1 2 3 4 5 6

IEA Contract Part I IEA Contract Part II IEA Contract Part III Assurances FERPA Waiver Signature

Individualized Education Account Contract

Jan. 1, 2017 - July 31, 2017
Part I

Select Student

Please select which student you will be completing this form for:

Select student

* If you do not see your student or the information is incorrect, please click to [add/update My Students](#) at the bottom of the page.

IEA Contract Part I

After selecting the student for whom you are completing the IEA Contract, scroll down the page to view the first page of the contract. Applicants are encouraged to read the entire contract thoroughly to fully understand the rights and responsibilities of enrollment in the IEA Program.

Begin Contract

This Individualized Education Account Contract (this Contract) is entered into as of Jan. 1, 2017 (Effective Date) by and between the Tennessee Department of Education (the department) and **Applicant Parent/Guardian/Student** (Holder) pursuant to T.C.A. § Title 49, Chapter 10, Part 14 (Exhibit A) and the Rules of the State Board of Education Chapter 0520-01-11 (Exhibit B).

In consideration of the mutual promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. *Individualized Education Account.* In exchange for Holder's commitment to those obligations set forth in Section 4, the department will create for the spring 2017 semester an Individualized Education Account (IEA) in the amount listed in Exhibit H (the IEA Funds) to be used for the benefit of **Applicant Student** (Student). The department will transfer the IEA Funds to the Tennessee State Treasurer (Treasurer) on a quarterly basis in the amount listed in Exhibit H each quarter. The Treasurer will deposit the IEA Funds each quarter into the IEA administered by Xerox State & Local Solutions, Inc.
2. *Term.* This Contract will be effective as of the Effective Date for only the spring 2017 semester or such portion of the school year remaining (the Term). Unless earlier terminated pursuant to Paragraphs 4(B), 4(C), 4(D), 4(F), 4(K), or Section 5 or for any other reason at the sole discretion of the department, this Contract will terminate on June 30, 2017.
3. *Termination.*
 - A. If the department determines that Holder has violated the terms of this Contract or taken action that fails to comply with the requirements of the IEA Program, including taking action suggesting a misuse of IEA funds, the department will suspend the account of Holder, and notify Holder in writing that the account has been suspended and that no further transactions will be allowed or disbursements made (Suspension Notice).
 - B. The Suspension Notice will specify the reason for the suspension and state that Holder has ten business days to respond and take corrective action.
 - C. If Holder fails to contact the department, furnish any required information, or make any report that may be required for reinstatement within the ten day period following the Suspension Notice, the department will terminate Holder's IEA.

IEA Contract Part I

After reading the first page of the IEA Contract, click the 'Next' button to navigate to the second page of the IEA Contract.

3. Termination.

- A. If the department determines that Holder has violated the terms of this Contract or taken action that fails to comply with the requirements of the IEA Program, including taking action suggesting a misuse of IEA funds, the department will suspend the account of Holder, and notify Holder in writing that the account has been suspended and that no further transactions will be allowed or disbursements made (Suspension Notice).
- B. The Suspension Notice will specify the reason for the suspension and state that Holder has ten business days to respond and take corrective action.
- C. If Holder fails to contact the department, furnish any required information, or make any report that may be required for reinstatement within the ten day period following the Suspension Notice, the department will terminate Holder's IEA.
- D. If the department terminates this Contract prior to the end of the Term, Holder forfeits all rights to the IEA Funds and may be required, upon written notice pursuant to Section 10, to reimburse previously expended IEA Funds to the State of Tennessee.
- E. Pursuant to Rules of the State Board of Education (SBE) Chapter 0520-01-11, a parent may appeal a department decision to terminate according to the procedures established by the rule.

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IEA Contract Part II

This is the second page of the IEA Contract.

Spring 2017

+ Add New School Year

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IEA Contract Part I

IEA Contract Part II

IEA Contract Part III

Assurances

FERPA Waiver

Signature

IEA Contract

Part II

4. *Holder Representations and Obligations.*

A. *Approved Expenditures.* Holder represents that the IEA Funds will be used solely to provide an education for Student, which, at a minimum, includes instruction in reading, grammar, mathematics, social studies and science. IEA Fund expenditures are limited to the following:

1. Tuition, fees and/or required textbooks at a participating school. Participating school means a nonpublic school that meets the requirements established in the Act, meets the requirements set by the department, is approved by the department, whose name and grade levels served are posted annually on the department's website, seeks to enroll eligible students, and notifies the department as to whether the school provides inclusive educational settings. Participating schools must be a Category I, II, or III nonpublic school pursuant to the rules of the State Board of Education Chapter 0520-07-02.

2. Tutoring services provided by an individual tutor that meets the requirements set by the department or a tutoring organization accredited by one (1) of the following: any accreditation division of AdvancED (the North Central Association Commission on Accreditation and School Improvement (NCA CASI), the Northwest Accreditation Commission (NWAC), and the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI)), the Middle States Association of Colleges and Schools (MSA), the New England Association of Schools and Colleges (NEASC), the Western Association of Schools and Colleges (WASC), or the Council on Occupational Education (COE). The Holder must submit accreditation and credentials to the department before the Holder pays for services provided by the tutor using IEA funds.

IEA Contract Part II

After reading the second page of the IEA Contract, click the 'Next' button in order to navigate to the third page of the IEA Contract.

- B. *Reselling Curriculum.* It is unlawful for the Holder or third party to financially benefit from the sale of any product purchased using funds distributed by the IEA program. All IEA funds are solely approved for the use and benefit of the Student and their education. Resale of items purchased with IEA funds is considered a violation of the contract and may be grounds for removal and referral to the Attorney General's Office for investigation. The Holder may, after a two year period, donate used books and materials purchased with IEA funds to a 501(c)3, public or private school, religious organization or an individual family who is not enrolled in the IEA program.
- C. *Quarterly Expense Reports.* Holder will submit documentation of all IEA expenditures on a quarterly basis as described in the IEA Parent Handbook (Exhibit D). At minimum, documentation must include the following: bank-issued statements, receipts for each expenditure, and copies of any relevant provider licenses or other credentials. Failure to submit a timely quarterly expense report will result in a suspension of Holder's account and lack of disbursement of the next quarter's funds. The department may terminate an IEA account and seek reimbursement of spent IEA funds, if Holder fails to submit a quarterly expense report.

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IEA Contract Part III

This is the third page of the IEA Contract.

Individualized Education Account (IEA) Contract

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IEA Contract Part I IEA Contract Part II IEA Contract Part III Assurances FERPA Waiver Signature

IEA Contract

Part III

D. *Public School Enrollment.* Pursuant to T.C.A. § Title 49, Chapter 10, Part 14 Public, during the Term, Holder will not enroll Student full-time in a public school. Enrollment of Student full-time in a public school during the Term constitutes a violation of this Contract and will result in the immediate termination of this Contract.

E. *Public School Services.* Holder certifies the public school district Student last attended is no longer obligated to provide services to Student during the Term, with the exception of services purchased pursuant to Paragraph 4(A)(9).

F. *Misrepresentation of Information.* Holder represents that all information provided in the IEA application filed by Holder on behalf of Student is complete and accurate. The IEA application is attached hereto as Exhibit G. If the department determines that any of the information provided by Holder as part of the IEA application is incorrect, then the department may, at its sole discretion, terminate this Contract.

G. *Bank Requirements.* Holder will provide additional information and/or sign agreements or waivers required by the bank in the administration of the IEA.

H. *Assessments.* If the Student is in grades 3-8, the Holder shall annually, by a date established by the department, submit verification to the department that the student has taken either a nationally norm-referenced test(s) identified by the department or the Tennessee Comprehensive Assessment Program (TCAP) test(s), or any future replacements of the TCAP test(s). The tests should, at a minimum, measure learning in mathematics and English language arts (ELA). At a minimum, parents shall report the name of the assessment(s) the student took, the date the assessment was administered, and the student's test score(s).

IEA Contract Part III

After reading the third page of the IEA Contract, click the 'Next' button in order to navigate to the Assurances page.

Holder:

Applicant Parent/Guardian/Student (who has reached the age of majority)

Address

City, St, Zip Code

Email address

Tennessee Department of Education:

Tennessee Department of Education

Attention: Rebecca E. Wright

9th Floor, Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

IEA.Questions@tn.gov

13. *Entire Contract, Amendment.* This Contract and the attachments hereto sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Contract may be amended only by written agreement duly executed by both parties.

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Account Holder Assurances

This is the Account Holder Assurances Form.

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IEA Contract Part I IEA Contract Part II IEA Contract Part III Assurances FERPA Waiver Signature

Exhibit E: 2016-17 Account Holder Assurances

Before completing this assurances form, parents/guardians/students must read the following:

- IEA Program law, T.C.A. 5 Title 49, Chapter 10, Part 14
- IEA Program Rules of the State Board of Education Chapter 0520-01-11
- IEA Program Procedures developed by the Tennessee Department of Education (the department)
- IEA Parent Handbook

The IEA Parent Handbook includes the allowable use of IEA funding, the responsibilities of parents/guardians, and the duties of the department. Parents/Guardians/Students should read it before enrolling in the IEA program. If parents/guardians/students have questions about the IEA Program, please email IEA.Questions@tn.gov

Please note the following:

- An IEA contract and all supporting documentation, including Account Holder Assurances Form and FERPA Waiver, must be submitted for each student. If a parent/guardian has more than one student who is enrolling in the IEA Program, the parent/guardian will need to submit one contract per student.
- There can ONLY be one account holder (parent/guardian) for each IEA account. Please keep in mind that the applicant parent/guardian will be required to sign all official documentation pertaining to the IEA.
- Parents /Guardians/Students may update their contact information and the provider/school information submitted in this Assurances Form by updating their Member Profile in the IEA Portal.

Account Holder Assurances

After reading the Account Holder Assurances, click the 'Next' button in order to navigate to the FERPA Waiver.

Please note the following:

- An IEA contract and all supporting documentation, including Account Holder Assurances Form and FERPA Waiver, must be submitted for each student. If a parent/guardian has more than one student who is enrolling in the IEA Program, the parent/guardian will need to submit one contract per student.
- There can **ONLY** be one account holder (parent/guardian) for each IEA account. Please keep in mind that the applicant parent/guardian will be required to sign all official documentation pertaining to the IEA.
- Parents /Guardians/Students may update their contact information and the provider/school information submitted in this Assurances Form by updating their Member Profile in the IEA Portal.

Completed contracts, including the Account Holder Assurances Form and FERPA Waiver, must be **received** by the department no later than **Nov. 15, 2016, at 3 p.m. CST.**

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FERPA Waiver

This is the FERPA Waiver. The FERPA Waiver allows the TDOE to disclose personally identifiable information related to the student's educational records with a participating nonpublic school that the student attends while in the IEA Program.

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IEA Contract Part I IEA Contract Part II IEA Contract Part III Assurances FERPA Waiver Signature

Exhibit F: FERPA WAIVER

The Individualized Education Account (IEA) Program allows account holders to use IEA funding to pay for tuition and fees at participating nonpublic schools. In the event that a student in the IEA program withdraws from a participating nonpublic school, the school is not allowed, per state law, to issue a refund for tuition/ fees to account holders directly, and must instead refund the tuition/ fees directly to the Tennessee Department of Education (the department) to be deposited in the student's IEA. Tuition/ fees shall be refunded on a prorated basis as required by the Rules of the State Board of Education (SBE).

The Family Educational Rights and Privacy Act (FERPA) of 1974 (the Buckley Amendment) insures students of the right to privacy with respect to their educational records. As part of the IEA agreement and in order for a student to enroll in the IEA program, the parent/guardian/student (who has reached the age of majority) must sign a waiver to allow the department to disclose personally identifiable information related to your child's education records on file for the student with a participating nonpublic school that the student has attended or is currently attending and that received IEA funds. This waiver will allow the department to contact the school in the case that the student transferred or withdrew from the school and request a refund from the school for the tuition/fees paid with IEA funds.

The department may also disclose any confidential information to any individual or agency named by the parent, guardian, or student in the space below.

This form is provided as a means for parents, guardians, or students (who has reached the age of majority) to give the department permission to discuss the student's education records with someone other than themselves.

Written consent will be kept permanently on file, and the department will release information regarding the student's education record to any participating nonpublic school that a student currently attends or has attended while enrolled in the IEA program and those person(s) who have been designated on this form. If for any reason a parent, guardian, or student (who has reached the age of majority) decides to cancel this release, he/ she must send an email withdrawing the consent, indicating the person(s) affected to: IEA.Questions@tn.gov.

FERPA Waiver

If you would like to authorize the TDOE to release the student's educational records to any additional person(s), you can enter their name(s) here. This is an optional step.

Click 'Next' to navigate to the final page of the IEA Contract.

Select Student

I hereby authorize the department to release information regarding my child's education records to any participating nonpublic school that the student currently attends or has attended while enrolled in the IEA program and the person(s) whose name(s) appear below:

Description	
Disclose to: (optional)	 <input type="text"/>
Disclose to: (optional)	 <input type="text"/>

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Agreements & Signature

This is the final page of the IEA Contract.

After reading each agreement statement, check the box in the right column of each row to signal your agreement to the respective statements. Make sure you fully understand each agreement before checking the box.

Individualized Education Account (IEA) Contract

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IEA Contract Part I IEA Contract Part II IEA Contract Part III Assurances FERPA Waiver Signature

Agreements

By selecting the check-box in the right column of each row, you are agreeing to respective statements listed below.


Agreement Statements	Initial
I understand that participation in the IEA Program shall have the same effect as a parental refusal to consent to the receipt of services under the federal Individuals with Disabilities Education Act (IDEA - 20 U.S.C. § Section 1414) and I hereby revoke my consent for special education and related services pursuant to IDEA.	<input checked="" type="checkbox"/>
I understand that upon enrolling in the IEA Program, my student's Individualized Education Program (IEP) will no longer be valid, and my student will have no individual entitlement to a free appropriate public education (FAPE) from the public school district, including special education and related services, as long as the student is participating in the IEA Program.	<input checked="" type="checkbox"/>
I have read and understand the IEA Program law (T.C.A. § Title 49, Chapter 10, Part 14), Rules of the State Board of Education Chapter 0520- 01-11, Tennessee Department of Education IEA Program Procedures, and IEA Parent Handbook.	<input checked="" type="checkbox"/>
I agree to follow all the state laws, rules, policies, and procedures pertaining to the IEA Program, as well as all of the requirements set forth in the IEA Parent Handbook.	<input checked="" type="checkbox"/>


Agreements & Signature

Type your full name in the signature box to signify that you have read and agree to all terms of the IEA Contract. The date box will autopopulate with today's date.

Signature

Please type in full name below to Sign

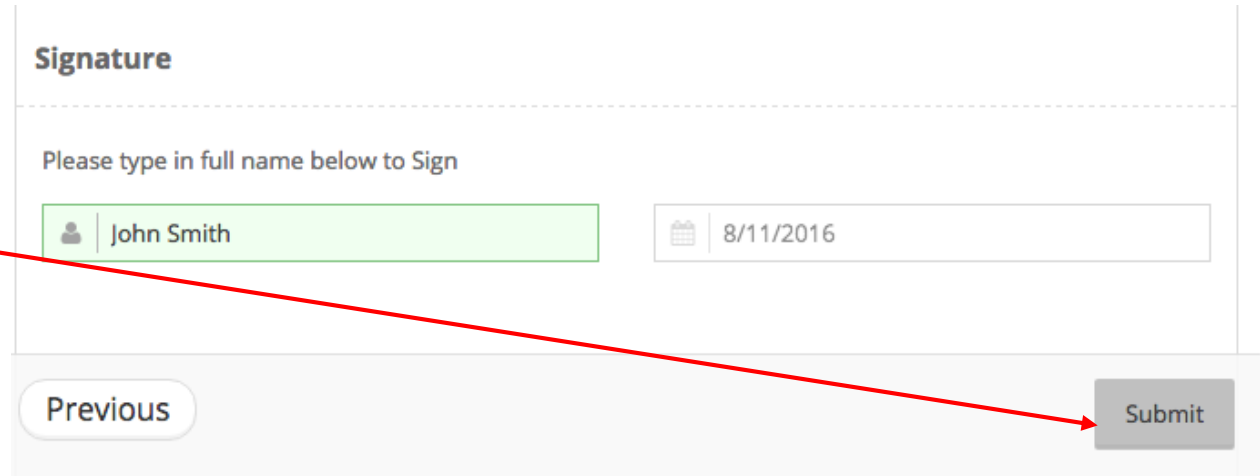
 John Smith

 8/11/2016

[Previous](#) [Submit](#)

Agreements & Signature

After signing the IEA Contract, click the 'Submit' button in order to submit the contract.



The screenshot shows a web form titled "Signature". Below the title is a dashed line and the instruction "Please type in full name below to Sign". There are two input fields: the first is a green box containing a person icon and the text "John Smith"; the second is a white box containing a calendar icon and the date "8/11/2016". At the bottom of the form are two buttons: "Previous" on the left and "Submit" on the right. A red arrow originates from the text box on the left and points directly to the "Submit" button.

Submission

- Congratulations! You have submitted the IEA Student Contract.
- Please allow up to **30 calendar days** for the contract to be processed.
 - After the contract is processed, you will receive a response from the IEA team **via email**.
- To complete your enrollment in the IEA Program, contact your local school district IEA liaison to notify them that your student will be enrolling in the IEA Program.

Contact your Local School District

- A list of IEA Liaisons can be found [here](#).
- The school district **must** be notified before the student's **first date of enrollment** in the IEA Program.
- **Failure to notify the school district may result in a delay in the first IEA payment to the student's account and would be a violation of the contract.**

**Questions? Comments?
Contact the IEA Team at
IEA.Questions@tn.gov**



Districts and schools in Tennessee will exemplify excellence and equity such that all students are equipped with the knowledge and skills to successfully embark on their chosen path in life.

Excellence | Optimism | Judgment | Courage | Teamwork